

Undertaking and Indemnity

Title No.: _____

Date: _____

Property Address: _____

Block and Lot: _____

To: _____ (hereinafter referred to as the "Company") as agent for _____ (hereinafter referred to as the "Underwriter").

WHEREAS, Company has been asked to issue its title insurance commitment(s) and/or policy or policies insuring against loss or damage by reason of defects or possible defects in the title to property described above.

The undersigned hereby agrees to indemnify and holds harmless _____, ("The Company") and _____ (" The Underwriter") without exception for loss, claim or damage arising by reason of the failure to pay Mortgage tax with the recording of the Mortgage in the amount of _____ recorded against the property described above.

In the event that the city audits the recording of the above described mortgage and finds that additional mortgage tax should be remitted, the undersigned, _____, holds The Company harmless and not responsible for the paying of the mortgage tax. The undersigned takes full responsibility of paying additional mortgage tax if the city requires it.

The Undersigned also agrees to indemnify and hold the Company harmless for any claim or damage arising from any Mechanics Lien that will claim priority to the Mortgage being insured.

The undersigned, _____ hereby undertakes to deliver the mortgage tax to The Company and the undersigned agrees to indemnify and hold the Company harmless for any claim or damage by reason of its issuance of its policy of title insurance without exception therefore.

Signature

Address

City, State, Zip

Phone No.

Affirmed to before me on

Notary Public, State of NY